



## PUBLISHED BY AUTHORITY

SIMLA, SATURDAY, JUNE 22, 1963 (ASADHA 1, 1885)

### PART IV

#### Advertisements and Notices by Private Individuals and Private Bodies

##### PUBLIC NOTICE

This is to notify the General Public and all those interested that the business styled as M/s New Era Steel Industries at Gaziabad has ceased to be a proprietary concern since 31st March 1963 and with effect from 1st April 1963 it has been converted into a partnership concern with M/s Bhushan Saran, Vinod Kumar Singal and Vijay Kumar Singal as partners.

BHUSHAN SARAN  
VINOD KUMAR SINGAL  
VIJAY KUMAR SINGAL

#### IN THE MATTER OF CITIES SERVICE OIL CO. LTD., DELHI

(In Vol. Liquidation)

##### Notice under section 485 of Companies Act, 1956

At an Extraordinary General Meeting of the Shareholders of the Cities Service Oil Co. Ltd., (In Liq.) held on the 10th day of June 1963 Shri Anandi Lal Sikaria of Kailash Nagar, Delhi was appointed as Sole Voluntary Liquidator in place of Shri Madhav Prashad and Shri B. V. Sharma by an Extraordinary Resolution on a remuneration of 5% on recovery and 300/- per mensem plus actual expenses incurred in connection with the winding up.

Dated 11th June 1963.

MADHAV PRASHAD  
By Order of the Shareholders  
Cities Service Oil Co. Ltd. (In Liq.)

FORM No. 151

(See Rule 315)

##### Companies Act, 1956

Members' Voluntary Winding-up.

Name of Company:—Cities Service Oil Co. Ltd., (In Vol. Liq.).

Nature of Business:—Petroleum Products Import & Distribution.

Address of Registered Office:—

Name & Address of Liquidator:—Anandi Lal Sikaria  
Dr. Vimla Devi Building, Kailash Nagar, Delhi-31.

Date of appointment:—10th day of June 1963

By whom appointed:—Shareholders in their Extraordinary General Meeting in place of Shri Madhav Prashad and Shri B. V. Sharma.

Dated 11th June 1963.

ANANDI LAL SIKARIA  
Vol. Liquidator  
Cities Service Oil Co. Ltd. (In Liq.)

##### CHANGE OF NAME

Be it known to all concerned that my correct name is MATADIN S/o Shri Ramjilal of Village Batsana, Tehsil Rewari, District Gurgaon, Punjab State and not MATU RAM S/o Ramjilal.

I, Raj Kumar alias Pehalwan Chand s/o Sh. Kanshi Ram, of New Delhi, have changed my name to R. K. Arora, alias P. C. Arora.

I, Shri Madhusudan Das, son of Sri Sadhu Charan, Mallick of village Jagannathpur P. S. Salipur Distt. Cuttack now lately called Madhunath Mallick employed as Clerk in the Post Office in Cuttack Division at Cuttack in the Department of Posts & Telegraphs do hereby assume as follows:

For and on behalf of myself and wife and children and remoter issue wholly renounce relinquish and abandon the use of my former surname 'Mallik' only in place thereof do assume from the date hereof the surname 'Das' and so that I and my wife and children, and remoter issue may hereafter be called known and distinguished not by my former surname of 'Mallick' but by my assumed surname of 'Das'.

(New Name)

Madhusudan Das.

(Old Name)

Madhunath Mallick

Present Name.

K. SANNASI SELUGAI.

Changed Name.

K. JEYA KUMAR SELUGAI.

From—BALU SAKHARAM JADHAV.

To—RAJARAM SAKHARAM JADHAV.

Name of KHACHERA NANE as recorded in the official documents of his establishment will henceforth be altered to read "SUNDER SINGH" as he has embraced Sikhism with effect from 14th January 1951 and changed his name to "SUNDER SINGH".

I 'Naren Mondal', son of late Sri Jogen Mondal working as Peon in the office of the Estate Manager, Government of India, Calcutta, will henceforth be known by my true name of 'Narendra Nath Mondal, son of Late Sr Jogendra Nath Mondal'.

My name which is recorded as Vishnu Gopal Bhagwat in Service Book and other documents be read as Vasudev Gopal Bhagwat, Mhow.

It is hereby notified that the undersigned has changed his name from Narayan Nathu Pawar to Narayan Nathu Purav.

NARAYAN NATH PAWAR

I, T. Rathanelu Phones, Salem, shall hereafter be known as "T. RATHANAM".

T. RATHANEVELU

I, V. Venkaiah, son of V. Narayanaswamy, Class IV servant, Incometax Department, Andhra Pradesh, shall hereafter be known as V. V. Ananda Rao, (V. Venkata Ananda Rao).

I, desire to change name from Budhusingh to Suresh Singh henceforth.

Dhamtari 20-5-63.

SURESH SINGH  
formerly Budhusingh  
Postman, Dhamtari

I, the undersigned Mohanbhai Shonabhai Vaghela want to be known as Mohanbhai Shonabhai Vaghela, instead of Mohanbhai Shonabhai Bara serving as a Messenger in P. & T. Department at Anand Head Office under Gujarat Circle, Ahmedabad.

M. S. VAGHELA

It is notified that I, formerly known as Mr. M. Gopala Krishna Murthy, son of M. S. Ramachari working as U.D.C. in the office of the A.G.A.P. Hyderabad have changed my name as M. G. Krishna, and I shall accordingly be called, known, addressed and styled as M. G. Krishna henceforth.

M. G. KRISHNA

It is notified that I, formerly known as Mr. P. Venkata-ramaiah (Pillalamarri Venkataramaiah) S/o Shri Venkatamarri Lakshmi Narayana now working as Upper Division Clerk in the Office of the Accountant General, Andhra Pradesh, Hyderabad, have changed my name as Mr. P. V. Ramana (Pillalamarri Venkata Ramana) and I shall accordingly be called, known, addressed and styled as Mr. P. V. Ramana, henceforth.

I, the undersigned hereby declare that I have changed my name from Pandurang Hari Tari to Pandurang Hari Paradkar.

PANDURANG HARI TARI

I, Shri Vinayak Ganapayya Shetty, Upper Division Clerk's, A.G.'s Office Bangalore shall henceforth be known as Vinayak Ganapayya Abbimane.

Bhikarilal Rana S/o Sri JAI DAYAL SINGH, of UKHWINA P. O. ROHATA Tehsil MEERUT THANA JANI DISTRICT MEERUT an employee of Post and Telegraph Department as Telephone operator at Najibabad Telephone exchange at present will henceforth be known as 'BIJENDRA SINGH RANA'.

I, the undersigned, hereby notify change in my name from Shri Dattatraya Shankar Worlikar to Shri Dattatraya Shankar Bhagat.

Formerly Shri Kshirode Behari Edbor now known as Shri Kshirode Behari Sarkar changing his surname on the strength of Declaration Deed.

# NOTIFICATION BY THE SAURASHTRA OIL AND OILSEEDS ASSOCIATION LTD., RAJKOT

The approval of the Secretary, Forward Markets Commission under sub-section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952 (71 of 1952) read with Notification of the Government of India, Ministry of Commerce and Industry No. S.O.1162 dated the 4th May 1960 has been obtained to the following set of Bye-laws proposed by the Saurashtra Oil and Oilseeds Association Ltd., Rajkot, the same having been previously placed on the Notice Board of the Association, pursuant to Section 11 of the said Act and Rule 11 of the Forward Contracts (Regulation) Rules, 1954.

## Bye-Laws relating to Hedge Contracts in Groundnut Oilcake Expeller Variety)

1. All the Bye-laws of the Association relating to Hedge Contracts in Groundnut Kernels and/or Groundnut Oil as may be in force from time to time shall also be applicable to all matters connected with Groundnut Oilcake in so far as those matters are not specifically dealt with in these Bye-laws for Groundnut Oilcake and are not repugnant to these Bye-laws.

2. For the purpose of trading in Hedge Contracts in Groundnut Oilcake, there shall be hedge contracts in Groundnut Oilcake, the terms and conditions of which shall be as per the following Bye-laws.

3. There shall be four Hedge Contracts in a year each known after the calendar month, namely, January, April, July and September.

4. Hedge trading in a new delivery shall commence (1) in the month of July for January delivery of the following year, (2) in the month of December for April delivery of the following year, (3) in the month of March for July delivery of the same year, and (4) in the month of May for September delivery of the same year. The Board shall fix the date from which such trading will commence with the prior approval of the Forward Markets Commission. In case the Board decide to permit hedge trading in any delivery or in any period other than mentioned above, it shall do so in consultation with the Forward Markets Commission.

5. Basis of the Contract—Groundnut expeller oilcake, (slice variety), fair average quality of the season, free from admixture of other oilcakes and any other seeds or foreign matter, having

(a) Oil and Albuminoids combined not less than 52 per cent,

(b) Sand and/or Silica not more than  $2\frac{1}{2}$  per cent,

(c) Free from Castorseed and/or Castorhusk, and

(d) Fibre contents not more than 14 per cent, shall be the basis of the contract.

6. Allowances—(1) Oil and Albuminoids combined—(a) 52 per cent pass.

(A) Discount for tenders below basis—

(a) For deficiency upto 3 per cent, a proportionate allowance at the rate of 1 per cent of the delivery order price per each of the first three units or any fraction thereof shall be payable by the seller to the buyer.

(b) For deficiency of fourth and fifth units or part thereof an additional proportionate allowance at a rate of 2 per cent of the delivery order price shall be payable by the seller to the buyer.

(c) For deficiency of over 3 per cent (i.e. below 47 per cent O & A combined) the buyer shall have the option to reject the goods or accept them at an additional proportionate allowance at the rate of 3 per cent for deficiency of each 1 per cent or fraction thereof below 47 per cent payable by the seller to the buyer.

(B) Premium for tenders above basis—

(a) Above 52 per cent but upto 54 per cent, a proportionate premium at the rate of 1 per cent of the delivery order price per each of the two units or any fraction thereof shall be payable by the buyer to the seller.

(b) Above 54 per cent, the seller shall not be entitled to any additional premium.

(2) Sand and/or Silica—(a) Upto  $2\frac{1}{2}$  per cent pass.

(b) For excess over  $2\frac{1}{2}$  per cent upto 3 per cent, a proportionate allowance at the rate of 1 per cent of the delivery order price for each unit of excess or any fraction thereof shall be payable by the seller to the buyer.

(c) For excess over 3 per cent, the buyer shall have the option to reject or accept the goods at an additional proportionate allowance at the rate of 2 per cent of the delivery order price for each unit of excess over 3 per cent or for any fraction thereof from the seller.

(3) Castorseed and/or Castor Husk—Should the cake contain Castorseed and/or Castor Husk, the goods shall be taken at an allowance to the buyer by the seller at the following rates:—

$\frac{3}{4}$  per cent of the delivery order price if not exceeding 0.001 per cent.

1 per cent of the delivery order price if not exceeding 0.002 per cent.

$1\frac{1}{2}$  per cent of the delivery order price if not exceeding 0.005 per cent.

For excess over 0.005 per cent, the buyer shall have the option to reject or accept the goods at an additional proportionate allowance from the seller at the rate of 1 per cent for every additional unit of 0.001 per cent, in excess of 0.005 per cent subject to a total maximum allowance of 10 per cent including  $1\frac{1}{2}$  per cent for upto 0.005 per cent of the delivery order price.

(4) *Fibre contents*—(a) Upto 14 per cent pass.

(b) Above 14 per cent, the goods shall be taken at an allowance to the buyer by the seller at the following rates:—

$\frac{1}{2}$  per cent of the delivery order price for each additional unit of excess or fraction thereof upto 16 per cent.

1 per cent of the delivery order price for each additional unit or fraction thereof above 16 per cent.

For the rejected goods under (1), (2), (3) and (4) above; the seller shall have to replace quality goods at buyer's place from where the goods are rejected and take back the rejected goods at his own cost. If the seller does not replace the goods as mentioned hereabove, the ruling rate of the oilcake taking into account the ready rates prevailing on the day will be fixed by the Local Committee concerned and the seller shall have to pay the price difference plus the prescribed penalty to the buyer.

7. *Weight, Sampling and Analysis*—The seller shall call the buyer's representative by giving reasonable intimation so that he may reach the despatching centre in time for weighment and sampling before loading the wagons. The buyer shall select ten bags (untorn) for every wagon. The seller shall have the bags weighed. The average weight so ascertained will be taken as the basis for ascertaining the weight of the whole lot of the wagon. If the average weight of 10 bags so ascertained exceeds 75 kilograms, then the buyer shall not be liable to pay to the seller for the excess weight. If any one bag out of this lot of 10 bags weighs less than 73 kgs or more than 77 kgs., then if the buyer so desires, the whole lot shall have to be weighed by the seller at the seller's expense. The weight shall be in the minimum multiples of 100 Grams.

8. *Samples*—Unless mutually agreed to between the buyer and the seller not to draw samples, samples shall be drawn at the time of delivery at the delivery centre in the presence of the representatives of both the buyer and the seller. The buyers' representative shall draw a sample from 5 bags of a lot of a wagon. He will mix the sample thoroughly and fill it in four bags or tins. The seals and signatures of both the parties will also be affixed on the samples. Two samples will be kept by the buyer, one by the seller and one will be sent to the Ring Office concerned.

There shall be four laboratories, namely;

(1) Shri Saurashtra Oil Mills Association Laboratory, Jamnagar,

(2) The Jamnagar Oil Cakes Merchants Association Laboratory, Jamnagar,

(3) The Bombay Oilseeds & Oil Exchange Ltd., Laboratory, Bombay, and

(4) Messrs Hughes and Davies Laboratory, Bombay.

(a) The buyer will send his sample within 10 days of the sampling to any one of these four laboratories and get the analysis report, according to which the accounts shall be settled and paid. The expenses of this test will be equally shared by both the buyer and the seller.

(b) If, either the buyer or the seller, is not satisfied with the analysis report, either of the two parties may send the sample lying with him to any one of the four laboratories mentioned above for a second test at his own cost and on the basis of the average of the first and the second tests the accounts will be settled if the second test is acceptable to both the buyer and the seller.

(c) If either the buyer or the seller does not accept the second analysis report, either of the two parties will ask the concerned Ring Office to send the sample lying with the Ring Office concerned to any one of the four analysis mentioned above and get the analysis report. In this case, the average of the nearest two reports out of the three reports on each of the four items of guarantee shall constitute the basis of allowance. The analysis charges and other expenses for the third test of every item shall be borne by the losing party between the third and the previously acquired results.

In the above three tests, either party can get analysis of any one or two or three or all the four items of guarantee, namely;

(i) Oil and Albuminoids combined.

(ii) Sand and/or Silica,

(iii) Castor Seeds and/or Castor Husks, and

(iv) Fibre contents.

For every re-test, the opposite party shall intimate to the other his intention to go for re-test within a week of the receipt of the analysis report. After communicating his intention for re-test, the buyer or the seller shall have to go for re-test. Accounts shall be settled and paid after finalising the allowance.

9. *Unit of Transaction*—The unit of transaction shall be 35 bags—each bag to contain 75 kilograms of expeller Groundnut Oilcake nett, the total weight being 2625 kilograms nett.

10. *Unit of Quotation*—The unit of quotation shall be 15 kilograms of Groundnut Oilcake (expeller variety) nett.

11. *Tender of goods and delivery*—On the first date of the contract month, the clearing rate shall be fixed by the Local Committee concerned after taking into account the ready market rates and any other relevant circumstances which they may in their discretion deem fit and if that day happens to be a holiday fixed by the Board, then on the preceding working date. On the second working date, the outstanding positions between the parties would be tallied. For this purpose, the members shall send to the Clearing House the details of their outstanding business of the delivery month. On the third working date of the delivery month, the payment of differences, if any, shall be made between the contracting parties through the Clearing House. The final sellers will issue the delivery orders between the 4th and the 7th date of the contract month. The delivery orders will be in a lot of five units each from any one place. The buyer will despatch his gunny bags for filling the cake to the delivery centre mentioned by

the seller before the 15th date of the month of the contract by truck or railway parcel convenient to him, and will intimate at the same time the names of the railway stations to which the goods under delivery are to be booked. The buyer shall bear the truck or railway freight and octroi duty charges, if any, of the gunny bags. When delivery is effected from the ring centre concerned, the buyer will send gunny bags to the seller at his own cost.

12. *Delivery*—The delivery of the goods will be given on Bilti Cut Terms i.e. on Railway Receipt terms, by the seller.

The seller shall register railway wagon indents for the stations situated in Saurashtra (i.e. upto and including Dhandhuka and Viramgam) as instructed by the buyer within 8 days of the receipt of gunny bags. The buyer is entitled to know the number and date of such indent registrations from the seller. The seller has to despatch the goods in railway covered wagons (no open wagons or leaky wagons during the rainy season are to be loaded without the buyer's consent) and get the railway receipt prepared at the delivery centres.

The delivery will be in a lot of 5 units (175 bags)—one wagon from one place. The fraction of five units will not be tendered and will be settled at the clearing rate of the contract month fixed by the Local Committee of the concerned Ring Centre by both the buyer and the seller. The seller shall fill gunny bags by expeller cakes (75 kgs. per bag uniformly) and weigh and stitch them and load the railway wagon at his own cost. If the goods despatched are less than 175 bags in a wagon, for undespached goods both the buyer and the seller will have to settle the remaining quantity at the Bilti Cut Rate of expeller cake fixed by the Local Committee of the Ring Centre concerned of the date of the loading of the wagon. But in this case, the seller will have to pay the loss of railway freight due to short delivery to the buyer and return the remaining empty gunny bags to the buyer at his own cost.

The seller shall get the Railway Receipt posted immediately under Certificate of Posting and deliver it to the buyer. If he delays in despatching the Railway Receipt, the seller shall be responsible for demurrage, wharfage or any other expenses at the destination station payable by the buyer.

However, if the buyer desires to get the Railway Receipt consigned to his own name, he shall pay 90 per cent of the price of the goods in the Ring Office concerned before sending his representative for weighment and sampling. In this case, the seller shall prepare the Railway Receipt consigned to the buyer's name or as per the buyer's instructions and shall get 90 per cent of the price of the goods from the Ring Office concerned against the delivery of the Railway Receipt.

The seller or the buyer shall not be responsible for the delay caused in sending the gunnies or despatching the goods due to any railway reason.

13. *Payment*—The seller shall hand over the Railway Receipt to the buyer at the delivery centre and get 90 per cent of the value from him against it. The balance of 10 per cent of the value of the goods shall be deposited by the buyer in the Ring Office concerned at the time of payment of 90 per cent, which shall be paid to the concerned party on finalisation of the analysis report.

14. *Clearing* shall be effected in accordance with the By-laws relating to Hedge Contracts in Groundnut Oil and Groundnut Kernels.

15. If the rates fluctuate on either side by Rs. 0.25 per 15 kgs., above or below the preceding weekly settlement or the last special clearing rates, a special clearing shall be declared. If there are two consecutive special clearings on either side, no third special clearing on the same side shall be declared till the payment under the first special clearing is settled. Also no transactions shall be effected even by making a cash payment at, above or below the rate at which a third special clearing on the same side would become due.

16. Every member shall have a free limit of 'oliya' of 1,000 units (i.e. 2,625 Metric Tonnes) of Groundnut Oilcake.

Any member shall be entitled to exceed the above limit upto a maximum limit of 2,000 units (i.e. 5,250 Metric Tonnes) of Groundnut Oilcake, on payment of the following trading deposits to the Clearing House through the concerned Ring Office:—

Quantity	Trading Deposits
on every 200 units (i.e. 525 Metric Tonnes) exceeding the above free limit	Rs. 1,000.00

No member shall exceed the above maximum limit of 2,000 units (i.e. 5,250 Metric Tonnes) even on payment of trading deposits.

17. The settlement rates for hedge contracts in Groundnut Oilcake shall be fixed every week and the Local Committee concerned shall fix such rates every Saturday after the market is closed. If Saturday is a holiday fixed by the Board, then, such rates shall be fixed on the preceding working day.

The clearing shall be made every week and the same shall be held every Tuesday of the week. If Tuesday happens to be a holiday, the clearing shall take place on the next working day.

18. The seller shall be entitled to despatch the contract goods from any of the stations mentioned in the Schedules appended hereto. The Board may add or delete any station if it deemed necessary before the commencement of trading in the first contract of the season.

19. If the buyer desires to take spot delivery of the goods at a delivery centre instead of taking a bilti, the seller shall have to give spot delivery of the goods at his place to the buyer and the seller shall be liable to pay Re. 0.12 per each bag to the buyer as "Bilti Cut Expenses".

In case of spot delivery, if the buyer does not take delivery of the goods before the end of the delivery month, he shall pay 100 per cent of the value of the goods to the concerned Ring Office of the Association and the Ring Office shall pay 90 per cent to the seller at the buyer's account, retaining 10 per cent which shall be adjusted after the finalisation of the analysis report. The buyer shall also be liable to pay to the seller the godown expenses, insurance, etc., incurred after the end of the contract month, as may be determined by the Local Committee concerned. If, however, the buyer does not take delivery of the goods latest by the 15th date of the month succeeding the contract month, the seller shall be entitled, after getting the approval of the concerned Local Committee, to sell the contract goods in the open market at the cost and risk of the buyer. If any loss is suffered by the seller, the buyer shall make good the loss plus the penalty prescribed in Bye-law 20(c), but if the seller makes any profit, the same shall not be given to the buyer. In any case, the buyer shall take the weights and samples of the contract goods before the end of the delivery month.

20. *Default*—(a) If the seller fails to issue delivery orders or the buyer fails to accept the delivery orders till the end of the 7th working date of the month of the contract, then on the following day when the market opens the outstanding contract will be settled at the prevailing Bilti Cut Rate of expeller cake fixed by the Local Committee of the Ring Centre concerned taking into account the ready market rates and any other relevant circumstances which they may in their discretion deem fit.

(b) If the buyer fails to despatch his gunny bags till the 15th date of the month of the contract, then on the following day when the market opens, at the instance of the seller the outstanding contract will be settled at the prevailing bilti cut rate of expeller cake fixed by the Local Committee concerned taking into account the ready market rates and any other relevant circumstances which they may in their discretion deem fit.

(c) If the seller fails to register the wagon indent or after registering the wagon indents cancels and/or fails to despatch the goods, the contract would stand settled on the last date of the month of the contract at the prevailing Bilti Cut Rate of expeller cake fixed by the Local Committee concerned taking into account the ready market rates and any other relevant circumstances which they may in their discretion deem fit. The seller shall have to return the empty gunny bags to the buyer and shall bear all the expenses incurred to the buyer in despatching the gunny bags to him.

(d) If the buyer fails to take delivery after the goods are consigned or fails to pay for the goods, then on the following day, the contract shall be settled at the prevailing Bilti Cut Rate of expeller cake fixed by the Local Committee concerned taking into account the ready market rates and any other relevant circumstances which they may in their discretion deem fit. And in this case, the buyer shall have to bear all the relevant expenses including the railway freight for booking and re-booking the goods to the stations from where they have been booked or re-booked.

(e) In all the above eventualities of default and/or failure, the defaulting party shall pay to the opposite party a penalty at the rate of Re. 0.15 per 15 kgs and other expenses over and above the price differences. But the defaulting party shall not have the right to claim profits, if any, in settling the contract.

21. Hedge contracts in Groundnut Oilcake between members and between members and non-members shall be in writing, but a memorandum relating to such contracts made in the books maintained by members and initialled by the respective parties or their representatives or entered by the registered brokers in such books, shall satisfy the requirements as to writing. When such contracts are otherwise reduced in writing, they shall contain a provision that they are subject to these Bye-laws or words to a similar effect. Members are recommended to use one or the other of the appropriate forms given in the Appendix of the Bye-laws.

22. The Board shall, on the recommendations of the Local Committees concerned or otherwise, prescribe from time to time the rate of laga or cess at different rings. Until laga is so prescribed, the following shall be the rate of laga payable:—

On every sale transaction of one unit of trading of Groundnut Oilcake Re. 0.01  
The laga at the above rate shall be payable by the seller.

23. The Board shall, on the recommendations of the Local Committees concerned or otherwise, prescribe from time to time the rates of brokerage at different rings. Until so prescribed, the following shall be the rate of brokerage payable:—

On every sale transaction of one unit of trading of Groundnut Oilcake Re. 0.06  
The brokerage at the above rate shall be payable by the seller.

24. This contract shall be liable to stamp duty, if any, imposed by the Government from time to time.

25. Every member shall pay the amount of laga, brokerage and/or charity cess in the Ring Office concerned every month or such other period as the Board may prescribe from time to time.

26. The Board shall have the power, on the recommendations of the Local Committees concerned or otherwise, to levy any charity cess and/or any other tax on the transactions in hedge contracts in Groundnut Oilcake entered into under these Bye-laws.

27. All claims, differences and disputes, whether admitted or not (other than the disputes relating to survey of the goods) arising out of or in relation to hedge contracts in Groundnut Oilcake entered into between the parties under these Bye-laws shall be referred to the arbitration of the Association and the Bye-laws of the Association relating to Arbitration and Appeals shall apply.

28. Any dispute regarding the contracts which are entered into in contravention of the above provisions shall not be heard either by any Arbitration Committee and/or the Board.

## APPENDIX

## THE SAURASHTRA OIL AND OILSEEDS ASSOCIATION LTD.

## Form for HEDGE CONTRACTS

(Between Member and Member)

Contract No. .... Dated .....  
Shri/Messrs ..... Ring Centre .....

Dear Sir/Sirs,

I/We have this day \*bought for/sold for you subject to the  
bought from/sold to

Bye-laws in force from time to time of the Saurashtra Oil & Oil Seeds Association Ltd. .... bags of Groundnut Oilcake for ..... delivery at Rs. .... per 15 kilograms.

Yours faithfully,  
\*Buyer's  
Seller's signature

\*Strike out whatever is not applicable.

## THE SAURASHTRA OIL AND OILSEEDS ASSOCIATION LTD.

## Form for HEDGE CONTRACTS

(Between Member and Non-Member)

Contract No. .... Ring Centre .....  
Shri/Messrs ..... Dated .....

Dear Sir/Sirs,

I/We have this day \*bought for/sold for you, subject to the  
bought from/sold to

Bye-laws of the Saurashtra Oil & Oil Seeds Association Ltd., in force now and from time to time and subject also to my/our charges and terms of business mentioned below, ..... bags of Groundnut Oilcake for ..... delivery at Rs. .... per 15 kilograms.

## TERMS

1. I/We am/are not at all responsible for any errors or delay in transmission of post, telegrams and telephone.
2. You shall pay to me/us all amounts due in respect of periodical settlements according to the Bye-laws of the Saurashtra Oil & Oilseeds Association Ltd. You shall, as and when required, deposit with me/us within 24 hours any amount demanded by me/us in terms of the Bye-laws as trading deposits till the completion of the contract; and if you fail to do so I/we shall be at liberty to close your transaction under term 4 hereof.
3. This contract shall be taken as having been made between principal and principal.
4. If you fail to comply with any of the aforesaid terms I/we shall be at liberty to close the contract at market rate at your risk and on your account without consulting you.
5. If you fail to return to me/us duly signed the attached confirmation note within three days from the receipt hereof I/we shall consider it to be as accepted.
6. In the event of any dispute of any nature arising out of this contract the same shall be settled by Arbitration in accordance with the Bye-laws of the Saurashtra Oil & Oil Seeds Association Ltd.

Yours faithfully,  
\*Buyer's  
Seller's signature

\*Strike out whatever is not applicable.

## THE SAURASHTRA OIL AND OILSEEDS ASSOCIATION LTD.

## Form for HEDGE CONTRACTS—CONFORMATION

(Between Member and Non-Member)

Contract No. .... Ring Centre .....  
Shri/Messrs ..... Dated .....

Dear Sir/Sirs,

I/We confirm that \*you have this day bought for/sold for me/us  
I/we have this day bought from/sold to you

subject to the Bye-laws of the Saurashtra Oil & Oil Seeds Association Ltd., in force now and from time to time and subject to your usual charges and terms of business. .... bags of Groundnut Oilcake for ..... delivery at the rate of Rs. .... per 15 Kilograms.

I/We have entered into this contract with you in my/our own behalf and risk.

I/We undertake to abide by the Bye-laws of the Saurashtra Oil & Oil Seeds Association Ltd., and to comply with your terms and conditions of business and I/we hereby authorise you in the event of my/our failing in this undertaking to close this contract or any portion hereof as your option either immediately or at such later time as you deem fit, without giving me/us any further notice.

In this connection if I/we raise any objection contrary to the terms, the same will have no effect on the contract. I/we am/are also responsible for all such losses arising from the contract being closed by you as stated above.

In the event of any dispute arising between you and me/us out of this contract, I/we agree to refer the matter to arbitration in accordance with the Bye-laws of the Saurashtra Oil & Oil Seeds Association Ltd., and to abide by the Arbitration Award.

Yours faithfully,

\*Buyer's signature  
Seller's

\*Strike out whatever is not applicable.

#### SCHEDULUE

Showing stations for Bye-laws relating to Hedge Contracts in Ground-nut Oilcake (Expeller Variety)  
(See Bye-law 18)

1. Probandar
2. Vansjalia
3. Jam-Jodhpur
4. Bhanvad
5. Paneli
6. Bhayavadar
7. Upleta
8. Dhoraji
9. Vadai
10. Junagarh
11. Shapur
12. Manavadar
13. Bantwa
14. Keshod
15. Veraval
16. Vadia
17. Bagasara
18. Amreli
19. Dhasa
20. Savar-Kundla
21. Rajula
22. Mahuva
23. Bhavnagar
24. Botad
25. Jetpur
26. Gondal
27. Rajkot

28. Padadhari
29. Jamnagar
30. Jam-Khambhhalia
31. Wankaner
32. Morvi
33. Surendranagar
34. Balva
35. Virpur
36. Navagadh
37. Chowki
38. Lilia Mota
39. Chital
40. Windmill (Bedeshwar)
41. Visavadar
42. Jasdan
43. Kunavav
44. Malia-Hatina
45. Gadhada-Swamina
46. Una
47. Kodinar
48. Dhari
49. Bilkha
50. Dhrol
51. Lathi
52. Chalala
53. Damnagar
54. Doongar
55. Verad
56. Chotila
57. Supedi
58. Bhimnath
59. Dhandhuka
60. Ningala
61. Lushala
62. Palitana.

N. G. VYA

Secretary

Rajkot, the 8th March 1963.

Note—The approval of the Forward Markets Commission has been received to the above Bye-laws under their letter No. 5/6/63-SAUR dated the 4th March, 1963 from which date the said Bye-laws shall come into force.

**NOTIFICATION BY THE HYDERABAD OILS AND SEEDS EXCHANGE LTD., HYDERABAD**

The approval of the Secretary, Forward Markets Commission, under Sub-section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) read with Notification of the Government of India, Ministry of Commerce & Industry No. S. C. 1162, dated the 4th May 1960, has been obtained to the following amendments made to the Bye-laws of the Hyderabad Oils and Seeds Exchange Ltd., Hyderabad, the same having been previously placed on the Notice Board of the Exchange pursuant to section 11 of the said Act and Rule 11 of the Forward Contracts (Regulation) Rules, 1954.

*Amendments***ADDITIONAL BYE-LAWS FOR HEDGE CONTRACTS IN GROUNDNUT OILCAKE**

317. Bye-laws beginning with By-law 318 and ending with By-law 355 (both inclusive) are additional Bye-laws for hedge contracts in Groundnut Oilcake, which shall come into force only when the Exchange has been granted recognition under Section 6 of the Forward Contracts (Regulation) Act, 1952, in respect of forward contracts in Groundnut Oilcake. All the Bye-laws of the Exchange as may be in force at any time or from time to time shall also be applicable to all the matters connected with hedge contracts in Groundnut Oilcake in so far as those matters are not specifically dealt with in the additional Bye-laws for hedge contracts in Groundnut Oilcake and are not repugnant to the additional Bye-laws.

318. In the Bye-laws beginning with By-laws 319 and ending with By-law 355 (both inclusive) unless there is anything repugnant in the context, the term hedge contract means a hedge contract in Groundnut Oilcake as described in By-law 319.

319. For the purpose of hedge trading in Groundnut Oilcake there shall be a hedge contract in Groundnut Oilcake as described below:—

- (a) The basis of quality shall be pure Groundnut Oilcake of expeller variety and not de-oilcake variety as per specifications given in the appendix to these Bye-laws entitled 'Terms of Contract for hedge contract in Groundnut Oilcake'.
- (b) The unit of trading for Groundnut Oilcake hedge contracts shall be 10 Metric Tons.
- (c) The rates quoted for Groundnut Oilcake hedge Contracts shall mean rates for loose goods per Metric Ton i.e. 1000 kgs. and shall be exclusive of Sales Tax. The seller shall have the option to tender Sales Tax paid goods in which case the rate shall be so adjusted that it shall be equivalent to actual rate plus Sales Tax.

bad City shall be within the Municipal limits. The buyer shall take away the goods from the seller's such godown in greater Hyderabad City at his own expenses. However, a sum of Rs. 0.13 nP per bag will be paid by the buyer as expenses (packing, weighing, sewing with twine and loading) for such delivery.

322. Delivery of goods against hedge contract of Groundnut Oilcake will also be permitted at the up-country centres mentioned in the terms of contract appended to the Bye-laws.

323. The Board may, with the approval of the Forward Markets Commission, add or delete any centre for such up-country delivery as the Board deems necessary before the commencement of trading in the first Hedge Contract for the new crop.

324. Notwithstanding anything contained in any other bye-laws a member shall be entitled to issue delivery orders (tenders) within the prescribed time-limit for fulfilling his sale contracts for delivery at any of the approved up-country centres provided that the goods to be delivered are ready in his or his agent's or his Banker's godown at that place at the time of issuing such delivery orders (tenders).

325. The seller shall not issue a delivery order at a place where there is a ban against movement of goods from such place by any person in authority at the time of issuing such delivery orders. The seller shall, at his cost, give the buyer permit wherever such permit is necessary for movement of goods from that place to Hyderabad.

326. The buyer shall not be entitled to refuse to take delivery of goods at any of the approved up-country centres on the ground that the Railway booking is closed at the time.

327. (a) Sellers shall have the option of issuing delivery orders on 7th and 25th day of such delivery months and on every Monday, Wednesday and Saturday falling between these dates which shall be known as Tender Days, and if any such Tender Day falls on a holiday fixed by the Board then the delivery orders may be issued on the immediately preceding working day. If for any reason the market has to be closed on the 25th day of the delivery month the President shall have the power to fix the next working day for the issue of delivery orders.

(b) Tender Days may, however, be varied or cancelled from time to time by the Board or by the President if the Board shall have delegated this power to him but in such an event, members shall immediately be notified to that effect.

328. Bye-laws regarding tenders and delivery orders shall also apply to the delivery orders (tenders) issued for delivery at up-country centres.